Judge:	Marc L. Barreca
Chapter:	Chapter 7
Hearing Date:	March 2, 2012
Hearing Time:	9:30 a.m.
Hearing Site:	700 Stewart St., #7106 Seattle, WA 98101
Reply Date:	February 24, 2012

UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re: ADAM GROSSMAN, Debtors.	Case No. 10-19817 DECLARATION OF DENICE MOEWES IN SUPPORT OF TRUSTEE'S MOTION FOR ORDER COMPELLING COMPLIANCE WITH COURT ORDER OR ALTERNATIVELY COMPELLING THE TSAI LAW COMPANY AND EMILY TSAI TO TURNOVER PROPERTY OF THE ESTATE

DENICE MOEWES declared under penalty of perjury of the laws of the State of Washington as set forth below.

I am over the age of 21 and am competent to make this declaration.

I am an attorney with the law firm of Wood & Jones, P.S., and we represent Ronald Brown, the Chapter 7 Trustee in the above-captioned adversary proceeding.

Attached hereto as Exhibit "1" is a true and correct copy of an email exchange between myself and William Malaier, the attorney for Emily Tsai and the Tsai Law Company, dated September 1, 2011.

Attached hereto as Exhibit "2" is a true and correct copy of an email exchange between myself and William Malaier dated September 1, 2011.

Attached hereto as Exhibit "3" is a true and correct copy of a letter from myself to William Malaier dated December 2, 2011emanding turnover of the $27,500.00. The only response I received from this letter was from Mr. Malaier indicating the Tsai Law Company and

Wood & Jones, P.S.
303 N. 67th Street
Seattle, WA 98103
(206) 623-4382

Ms. Tsai would be finding new counsel that would respond to the letter. As of today, no response has ever been received.

Signed and dated this 1st day of February, 2012.

/s/ Denice E. Moewes
Denice E. Moewes,

Wood & Jones, P.S.
303 N. 67th Street
Seattle, WA 98103
(206) 623-4382

EXHIBIT“1”

Subj: **RE: Grossman**
Date: 9/1/2011 11:55:15 A.M. Pacific Daylight Time
From: william@naglerlaw.com
To: Dmoewes@aol.com

Thanks, Denice.

Regarding the fees previously received by Ms. Tsai ($7,500.00 from Peter Hendrickson, $20,000.00 from Opie Lyman, and $5,000.00 from the Debtor) shortly after the bankruptcy case was filed, those funds were disclosed in the initial application to employ, as well as in the fee application that I filed back in April or May. At the time of the Application to Employ, Grossman's wife had filed a motion seeking disgorgement of those funds. Judge Steiner denied that motion (please see attached order), and entered a separate order approving the employment. The $5,000.00 received from the debtor was promptly returned to him by Tsai immediately upon her realization that he was in bankruptcy (this fact was also disclosed in the Application to Employ). Those funds would be credited against the ~$62,000.00 fee award that Judge Barreca approved back in May, though I suppose if the estate ends up being administratively insolvent, you may have an argument for disgorgement and redistribution to claims of similar priority.

Bill

From: Dmoewes@aol.com [mailto:Dmoewes@aol.com]
Sent: Thursday, September 01, 2011 11:21 AM
To: william@naglerlaw.com
Subject: Grossman

I have sent an email to Ron Brown asking him to call me so I will get back to you when I hear back from him.

Attached is the only order that was entered in relation to fees. It does not approve fees or payment of fees. Is there another order that I am missing?

Denice Moewes
Wood & Jones, P.S.
303 N. 67th Street
Seattle, WA 98103
206-623-4382

EXHIBIT “2”

Subj: **RE: Grossman**
Date: 9/1/2011 12:00:01 P.M. Pacific Daylight Time
From: william@naglerlaw.com
To: Dmoewes@aol.com

Denice,

Regarding my previous email pertaining to the Hendrickson and Lyman funds, I should clarify that those funds would be arguably subject to disgorgement only if the court made a later determination that those funds constituted property of the estate. Tsai's position is that as gifts freely given by third parties for the purpose of divorce litigation, those funds were not property of the estate and would therefore not be subject to disgorgement.

Bill

From: Dmoewes@aol.com [mailto:Dmoewes@aol.com]
Sent: Thursday, September 01, 2011 11:21 AM
To: william@naglerlaw.com
Subject: Grossman

I have sent an email to Ron Brown asking him to call me so I will get back to you when I hear back from him.

Attached is the only order that was entered in relation to fees. It does not approve fees or payment of fees. Is there another order that I am missing?

Denice Moewes
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EXHIBIT “3”

WOOD & JONES

A Professional Service Corporation
303 N. 67th Street
Seattle Washington 98103

Jack Jones**
Denice E. Moewes*
Edmund J. Wood
*also admitted to practice in Maryland
**(1991)

Telephone:
(206) 623-4382
Fax:
(206) 224-4895

December 2, 2011

VIA EMAIL AND REGULAR MAIL

Bill Malaier, Esquire
Nagler & Malaier, P.S.
500 Union Street, #927
Seattle, WA 98101-2332

In re: Adam Grossman
Case No. 10-19817

Dear Mr. Malaier:

We represent the Chapter 7 Trustee, Ronald Brown, in this case. Pursuant to Court order entered on November 12, 2010 the Tsai Law Group was employed as special counsel to the debtor, Nunc Pro Tunc.

At the time the order was entered the Tsai Law Group had in its possession $27,500.00, $20,000 of which was a loan to the debtor from Opie Lyman. I am unaware of the source of the $7,500. The Order specifically requires the Tsai Law Group to hold all funds in its trust account subject to approval of any fees by Court order.

It is my understanding that despite the fact there was no fee application filed, and certainly none approved, the Tsai Law Group paid itself the $27,500.00.

Demand is made for immediate turnover of the $27,500.00 to the Trustee.

If yourclient is not willing to voluntarily turnover the funds, please advise and I will note up a motion.

Very truly yours,

Denice Moewes

Denice Moewes